# THOMAS E · SEARS · INC.

FELEPHONE ET 424 149 TELEX NUMBER 94-1635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Insurance Cover Note - No. :

8D10034(C)/USA0177

Renewal Of: SD9023(C)/URA0081 EPA Region 10 Superfund

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

Releasable

ASSURED:

Monsento Company, Ft Al

800 North Lindbergh Boulevard

St. Louis, MO 63166

Date: 10/23/09, 11/20/09

Document: 876126, 877719

Broad Form Umbrella Liability Insurance including RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$3,000,000 Part Of \$50,000,000 Ultimate Wet Loss each occurrence subject to an annual aggregate of \$3,000,000 Part Of \$50,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: which is excess of:

\$3,000,000 Part Of \$50,000,000 as indicated above

1. \$100,000,000 Umbrella Coverage which in turn is in excess of:

(a) Underlying Insurance as set forth in Cover Note No. SD8019 or

(b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1985

TO: April 1, 1986

Both Days 12:01 A.W. Standard Time

\$ 15,000 (Por 100% Mereon) PREMIUM:

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston Massachusetts this

4th

day of November

85

THOMAS E. SEARS, INC.

By . . . . . . . . . .

Authorized

Immediate notice must be given THOMAS E. SEARS. INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers bereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

## SÉRVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters bereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT THREE PARK AVENUE, NEW YORK, NEW YORK 10005

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

HONS 159497

## **ENDORSEMENT**

		Endorsement No	3 April 1, 1985
INSURED:	MONSANTO COM	IPANY, ET AL	
It is understood and agreed that in the Cover Note to which this endorsement is percentage indicated below and each Company	attached is underwritt	ten by the following Compani	es each for its proportion or
COMPANY			PROPORTION
Surich International Lim	ited		100,000%
U. S. PEDERNAL ENGINEET THE S The provition beream in deleted Exche Tex as indicated above on to the Collector of Internal Store with the regulation detail Jahren arread-ments therein.	d will be poid by us smap in accordance		
	4% TAX CLAU	SE .	
Notice is hereby given that the Underwriters he premium psyable hereon to the estent such pre	rve agreed to allow for mnium is subject to Fed	the purpose of paying the Fe leral Excise Tex.	deral Excise Tax 4% of the

MONS 159498

VARIOUS COMPANIES.
THOMAS E. SEARS, INC.

BY:

THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

	ENDORSEMENT
	Endorsement No2
ABE	OLUTE SEEPAGE AND POLLUTION FXCLUSION
it	withstanding anything to the contrary contained in this policy, is hereby understood and agreed that this policy shall not ply to:
1)	personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepede and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
2)	the cost of evaluating and/or sonitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
3)	loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
4)	removal of, loss of or damage to sub-surface oil, gas or any other substance;

- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

## LIMITED SERFACE AND POLLUTION COVERAGE

Notwithstanding the ADSOLUTE SEPPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- 1) personal injury or bodily injury or loss of, depace to or loss of use of property directly or indirectly caused by seepase and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.	
Attached to and forming part of	SD10034(C)/USA0177 of the VARIOUS COMPANIES THOMAS E. SEARS, INC.
	BY:
THOMAS E. SEARS, INC. JOHN MANCOCK TOWER 200 CLARENDON STREET SOSTON MASS STREET	· - •

## **ENDORSEMENT**

Endorsement i	No.	2	
		Page	2

## BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchen	ged.
Attached to and forming part of	SD10034(C)/UBA0177 of
	Various companies
	Thomas F. Sears, Inc.
	PY:
THOMAS E, SEARS. Inc.	
IOZ CLAMENDON STREET BOSTON, MASS. 02116	
BUSIUM, MASS. VETTS	

#### **ENDORSEMENT**

Endorsement No. \_\_\_\_\_1
April 1, 1985

# POLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unci	henged,		
	SD10034(C)/USA0177		
Attached to and forming part of	VARIOUS COMPANIES		of the
THOMAS E. BEARS. Inc.	THOMAS E. SHARS, INC.		
JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116	BY:		
BOD   VII, MAPE: VE / !4	M	<b>ZNS</b>	159501

# THOMAS E-SEARS - INC.

TELEX NUMBER 93-0635

INSURANCE · RÉINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Insurance Cover Note - No. :

SD10029(L)/USA0178

Penewal Of: PD9018(L)/DRACO76

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, 2t Al

\$09 Worth Lindbergh Boulevard

St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$8,728,000 Part Of \$20,000,000 Ditimate Wet Loss each occurrence subject to an annual aggregate of \$4,728,800 Pert Of 620,800,000 Mitimate Net fines senerately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$8,728,800 Part Of \$20,000,000 as indicated above which is excess of:

- 1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. STARTS or (b) \$100,000 Pitimate Net Loss in respect of each occurrence

PERIOD. FROM-April 1, 1985 TO: April 1, 1996 Poth Days 12:01 A.M. Standard Time PREMIUM: \$477,848 (Por 1006 Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (les) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

4th

day of November

85 19

THOMAS E. SEARS, INC.

Authorized

Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rafe basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

end,

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**ENDORSEMENT** 

Endorsement No. 3 Apr 11 1, 1985

INSURED:

MONSANTO COMPANY, ET AL

Attached to and forming part of	\$D10029(L)/USA0178	of the
	UNDERWRITERS AT LLOYD'S OF LOWID	M.,,,
	THOMAS E. SBARS, INC.	
THOMAS E, SEARS, Inc. John Hancock Tower 200 Clerendon Street	BY:	
Boston, Mass. 02118	ţ	

#### **ENDORSEMENT**

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Fodomement No.	4

#### ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepede and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, demage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

#### LINITED SEEPAGE AND POLLUTION COVERAGE

Notwithstanding the ARSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of sir, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

Atl other policy conditions remain unchanged.	SD10029(L)/USA0178	1	
Attached to and forming part of	UNDERWRITERS AT LLOYD'S OF THOMAS B. FRARS, INC.		
THOMAS E. BEARS. Inc.	BY:	<u>;</u>	
JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116			159269

## **ENDORSEMENT**

Endorsement No.		22	_
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	1	Page 2	

# BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or demage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damges;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.			
Attached to and forming part of	BD10029(L)/USA0178 UNDERWRITERS AT LLOYD'S OF	LONDON	
······································	THOMAS E, SEARS, INC.		*******
THOMAS E. SEARS. Inc. JOHN MANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116		MONS	159270

**ENDORSEMENT** 

Endorsement No. 1981

## POLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other pelicy conditions remain unchanged.	SD10029(L)/USA0178	•	
	UNDERWRITERS AT LLOYD'S OF THOMAS E, SPARS, INC.		
THOMAS E. SEARS. Inc.	BY:	!	
JOHN BE SERVED. JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02:16			159271

# THOMAS E.SEARS .INC.

TELERHONE 61 1424 150 TELER NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

SD10029(C)/USA0178

Renewal Of: 809018(C)/URA007#

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, St Al

800 Morth Lindbergh Boulevard

St. Louis, NO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Taxcess Workers Compensation and Excess Pidelity. This Insurance is to cover up to an amount of \$6,728,000 Part Of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual appreciate of \$8,728,000 Part Of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$8,728,000 Part Of \$20,000,000 as indicated above which is excess of:

- 1. \$20,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SDR019 or
  - (h) \$100,000 Ultimate Met Loss in respect of each occurrence

PERIOD: FROM: April 1, 1985

Roth Days 12:01 A.W. Standard Time | PREMIUM: \$477.655 (For 1005 Person)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

4th

day of November

19 65

THOMAS E. SEARS, INC.

By

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **ENDORSEMENT**

Endorsument No.			ì	È	T.	i	1	) 1		•	i 🗩	B S	Ś
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INSL	RED:

# MONRANTO COMPANY, ET AL

COMPANY	PROPORTION
Eurich International Limited	16.36119
Excess Insurance Company Scottish Lion Insurance Company Limited	3.43728 4.58309
	24. 18118

U. S. PEDERAL EXCISE TAX S. 127.35
The premium herron is subject to U. S. Pederal Emile Tex as indicated above and will be paid by as to the Collector of internet Revenue in securior until the regulation detail Jensey 2, 1965, or any extend of the thereto.

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Encise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Encise Tax.				
It is understood and agreed that in t from the amount of the return and	he event of any return the Assured or his ag	of premium becoming part should take steps t	due hereunder the Underwri o recover the Tax from the U	ters will deduct 4 % J.S. Covernment.
Attached to and forming part of		10.029 (.C.) / UBAO.	178	of the
·,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			· · · · · · · · · · · · · · · · · · ·	
	PROMAS	B. SBARB, IN	C.	
THOMAS E. SEARS, Inc. John Hancock Tower 200 Clerendon Street Soston, Mass. 02116	PY:		MONS	150274

#### **ENDORSEMENT**

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Endorsement No.	4	

## APSOLUTE SEEPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- 1) personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, das or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

# LIMITED SEEPAGE AND POLLUTION COVERAGE

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged	SD10029(C)/TEA0178	i 1	
Attached to and forming part of	VARIOUS COMPANIES		of the
	THOMAS F. SPARS, INC.		
	BY:		
THOMAS E. SEARS. Inc.			
JOHN HANCOCK TOWER 200 CLARENDON STREET			
BOSTON, MASS. 02118		MONS	159275

## **ENDORSEMENT**

Endorsement No.	_	2	_
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## BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- 1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain uncha	inged.		•
Attracted to ead forming part of	SD10029(C)/USA0178		of the
Attaches to and forming part of	VARIOUS COMPANIES		
	THOMAS F. SEAPS, INC.		
,,	BY:		
THOMAS E. SEARS. Inc.			
JOHN HANCOCK TOWER 200 CLARENDON STREET		i	
BOSTON, MASS. 02116		MONS	159276

**ENDORSEMENT** 

Endorsement No. April 1, 1985

## POLLOWING FORF RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchan	ged. BD10029(C)/USA0179		
Attached to and forming part of		; 	of the
Million to and forming part of 1.1.1.1.1.	VARIOUS COMPANIES	1	
	THOMAS B. SPARS, INC.	i	
	BY:		
THOMAS E. SEARS. Inc.			
JOHN HANCOCK TOWER 200 CLARENDON STREET		MONS	159277

# THOMAS E-SEARS INC.

TELEN NUMBER SHORTS

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116

Insurance Cover Note - No. :

SD10030(L)/USA0179

Renewal Of: 509019(L)/URA0077

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Rt Al

800 Worth Lindbergh Boulevard St. Louis, MO 63166

Broad Form Umbrella Liability Insurance including RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Pidelity. This Insurance is to cover up to an amount of \$8,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$8,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

\$8,000,000 as indicated above but only to pay AMOUNTS OR LIMITS INSURED: the excess of:

- 1. \$40,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. 808019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

TO: April 1, 1986 April 1, 1985 PERIOD: FROM:

Both Days 12:01 A.M. Standard Time

\$280,000 (For 100% of PREMIUM: Cover

\$175,000 (For \$2.5%

Rereon ) Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

29th October day of 19 Issued at Boston, Massachusetts, this

THOMAS E. SEARS, INC.

B١ Authorized

Hommediate notice must be given THOMAS E. SEARS, INC, if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed appoint in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDER & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

, and

that in any suit instituted against any one of them upon this contract. Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent. Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any strict, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **ENDORSEMENT**

Endorsement No. 3 April 1, 1985

# INSURED:

HOMBANTO COMPANY, ET AL

Attached to and forming part of	8D10030(L)/USA0179 of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC.
THOMAS E. SEARS, Inc. John Hangock Tower	BY:
200 Clerendon Street Boston, Mass. 02116	MONS 159286

#### ENDORSEMENT

	•
Endorsement No.	<u> </u>

## ABSOLUTE SERPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- lose of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

# LIMITED SEEPAGE AND POLLUTION COVERAGE

Notwithstanding the ABSOLUTE SERPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchang	ed.
Attached to and forming part of	SD10030(L)/USA0179 UNDERWRITERS AT LLOYD'S OF LONDON
	THOMAS E. SEARS, INC.
THOMAS E. BEARS. Inc. JOHN HANCOCK TOWER	
200 CLARENDON STREET BOSTON, MASS, 02116	MONS 15928

## **ENDORSEMENT**

Endorsement No	2	
	Page	2

## BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, gas or any other substance;
- fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unone	inged,	
Attached to and forming part of	8D10030(L)/USA0179	of the
	UNDERWRITERS AT LLOYD'S OF LONDON	
	THOMAS E. SEARS, INC.	
	BY:	
THOMAS E. SEARS. Inc.		
JOHN HANCOCK TOWER		
200 CLARENDON STREET	MOMS	159288
908TON, MASS, 02115	nui3	127200

# **ENDORSEMENT**

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Endorsement No.		4-	
	April	1,	1985

# POLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.	
Attached to and forming part of	8D10030(L)/USA0179 of the
	UNDERWRITERS AT LLOYD'S OF LONDON THOMAS E. SEARS, INC. BY:
THOMAS & SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116	MANS 159289

# THOMAS E · SEARS · INC.

TELEX NUMBER 94-0635

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02118

Insurance Cover Note – No. :

SD10030(C)/USA0176

Reneval Of: SD9619(C)/DRAGG77

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED.

Monsanto Company, St Al 890 Worth Lindbergh Boulevard St. Louis, MO 63166

Broad Form Umbrella Liability Insurance including BUSKS OF HAZARDS COVERED and Excess Fidelity. This Insurance is to cover up to an amount of \$8,000,000 Ultimate Net Leas much eccurrence subject to an annual aggregate of \$8,000,000 Ultimate Wet Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$8,000,000 as indigated above but only to pay

- \$40,000,000 Umbrella Coverage which in term is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SDERIF or
  - 161 \$100,000 Ultimate Wet Loss in respect of each occurrence

PERIOD:

FROM:

April 1, 1985

TO: April 1, 1986

Both Days 12:01 A.M. Standard Time

\$250,000 (Por 100% of PREMIUM:

COVET) \$175,000 (Por 42.5%

Bereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachuserts, this

29th

Datober day of

85

THOMAS E. SEARS, INC.

Bv

Authorized

Himmediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in confice, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **ENDORSEMENT**

Endorsement No		Ä	 121	,	11	3	i		1	Ė	į	ı
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#### INSURED:

## MONSANTO COMPANY, ET AL

COMPANY		PROPORTION
Walbrook Insurance Company	34.759)	
	11.300)	
El Paso Insurance Company	11.304)	
part and Frast Insurance Company,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Limited	22.00%)	
Louisville Insurance Company, Limited	10.004)	39.00004
Ludgate Insurance Company, Limited	6.754)	
Mutual Reinsurance Company, Limited	10.204)	
Compagnie Buropeene d'Assurances	100000	
Industrielles	5.00%)	
	3,004)	0 40000
Excess Insurance Company, Limited	_	2.4000
scottish Lion Insurance Company, Limite	ed .	3.20001
Polksam International Insurance Company	y Limited	2.60009 47.2000

U. S. PEDERAL EXCISE TAX S. 444. To
The premium hereon is subject to U. S. Federal
Excise Tax as indicated above and will be paid by us
to the Collective of Incarnal Revenue in secondaries
with the including dated January 1, 1965, or any
american 100.

#### **4% TAX CLAUSE**

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

	VARIOUS COMPANIES	
	TROMAS E. SEARS, INC.	
THOMAS E. SEARS, Inc.	BY:	

John Hancock Towar 200 Clarendon Street Boston, Mass. 02116

HONS 159292

#### **ENDORSEMENT**

F========	••-	2	
Endorsement	No.	 -	

#### ABSOLUTE SERPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- personal injury or hodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

#### LIMITED SERPAGE AND POLLUTION COVERAGE

Notwithstanding the ARSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.	
	#D10030(C)/UBA0179 of the VARIOUS COMPANIES THOMAS E, SEARS, INC.
	BY:
THOMAS E SEARS. Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02115	MONS 159293

#### **ENDORSEMENT**

Endorsement No.	2	
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Page 2

#### BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.		
Attached to and forming part of	SD10030(C)/USA0179 VARIOUS COMPANIES	of the
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	THOMAS E. FEARS, INC. BY:	
THOMAS E. SEARS. Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET 808TON, MASS. 02116	MONS 1	59294

CONFIDENTIAL BUSINESS INFORMATION

#### **ENDORSEMENT**

Endorsement N	No	4_	···
	April	1.	1985

# FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged	,		
	BD10030(C)/USA0179		
Attached to and forming part of		• • • • • • • • • •	. or the
	VARIOUS COMPANIES		
	···· THOMAS · B. ·· SBARS ; ·· INC .	• • • • • • • • • • • • • • • • • • • •	
	BYI		
THOMAS E SEARS. Inc. JOHN HANGOCK TOWER			<i>.</i>
200 CLARENDON STREET BOSTON, MASS, 02118	MONS	1502	205

# THOMAS E.SEARS .INC.

TELEPHONE HIS 172 TH TELEX NUMBER 94:061E

INSURANCE · REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116

Insurance Cover Note - No. :

SD10031(C)/TSA0180

Penewal Of: 8D9020(C)/URANO78

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: Monsanto Company, Et Al

800 North Lindbergh Boulevard

St. Louis, MO 43166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$20,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$20,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$20,000,000 as indicated above but only to pay the excess of:

- 1. \$ 48,000,000 Umbrella Coverage which in turn is in excess of:
- 2. (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

PERIOD: FROM: April 1, 1985 TO: April 1, 1986
Both Days 12:01 A.M. Standard Time

PREMIUM: \$400,000 (Por 100% of

Cover)

\$110,000 (Por 27,50%

Rereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 29th day of October 19 85

THOMAS E. SEARS, INC.

By Authorized

Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

# **ENDORSEMENT**

Endorsement No. April 1, 1985

## MONSANTO COMPANY, ET AL

#### INSURED:

It is understood and agreed that 100% of 27.450% % of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

COMPANY		PROPORTION
Surich International Limited		43.43641
Walbrook Insurance Company	34.75%)	
El Paso Insurance Company	11.30%)	
Dart and Kraft Insurance Company,	)	
Limited	22.00%)	
Louisville Insurance Company, Limited	10.00%)	10.18189
Ludgate Insurance Company, Limited	6.73%)	
Mutual Reinsurance Company, Limited	10.20%)	
Compagnie Europeene d'Assurances	]	
Industrielles 8.A.	5.004)	
Heddington Insurance Limited	•	10.90918
Sovereign Marine and General Insurance		
Company, Ltd.	12.504)	
Tokio Marine & Fire Insurance Company Limited	!	
Taisho Marine & Fire Insurance Company	37,50%)	37 37334
Limited	25.00%)	27.27274
Allians International Insurance	23,004)	
Company, Ltd.	15.00%	
Storebrand Insurance Company, Ltd.	10.0001	
	,,,,,,	
and the		T00.0000
U. S. FEDERAL EXCISE TAX S		
Excise Tay on instruction of phone and will be paid by us		
to the Cuberum of Internal Revenue in accordance		
with the regulation dated January 1, 1966, or any		

#### 4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4 % from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Covernment.

Attached to and forming part of		
Attached to six formula bettor	, , ,	

	VARIOUS	COMPANIES	
		. SEARS, INC.	
		· benney inc.	
RS, Inc.	BY:	•	
wer			
reet			

THOMAS E. SEARS, Inc John Hancock Tower 200 Clarendon Street Boston, Mass. 02116

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This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears. Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed spour in the event of cancellation either by the Insurers or the Assured.

Here expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount Three Park Avenue, New York, New York 10005

. and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## **ENDORSEMENT**

		7
Endorsement	No.	4

# ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- personal injury or bodily injury or loss of, demade to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

#### LIMITED SEEPAGE AND POLLUTION COVERAGE

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- personal injury or bedily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.		
Attached to and forming part of	SD10031(C)/USAD180 VARIOUS COMPANIES	of the
	THOMAS P. SPAPS, INC.	
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET		
BOSTON, MASS. 02116	MONS	159308

## **ENDORSEMENT**

Endorsement No.	2	
	Page	2

## BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchange	d.	
Attached to and forming part of	SD10031(C)/USA0180 of the Companies Thomas E. Sears, Inc.	
	PY:	
THOMAS E. SEARS, Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET		
BOSTON, MASS. 02116	MONS 150200	

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Endorsement No.		1	
	April	1,	1985

# FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unch	nenged.		
Attached to and forming part of	SD10031(C)/HSA0180		. , of the
	VARIOUS COMPANIES		
THOMAS E. SEARS. Inc.	THOMAS E. SEARS, INC.		
JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116	BY:	MONS	159310

# THOMAS E.SEARS INC.

TELEX NUMBER 24-0635

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET **BOSTON, MASS. 02116** 

Insurance Cover Note – No. :

SD10032(C)/USA0181

Renewal Of: SD9021(C)/17A0079

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED:

Monsanto Company, Et Al 800 North Lindbergh Boulevard St. Louis, MD 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Pidelity. This Insurance is to cover up to an amount of \$2,170,000 Part Of \$12,000,000 Ultimate Net Loss each occurrence subject to an annual aggregate of \$2,170,000 Part Of \$12,000,000 Ultimate Net Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

\$2,170,000 Part Of \$12,000,000 as indicated above AMOUNTS OR LIMITS INSURED: which is excess of:

- 1. \$ 68,000,000 Umbrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. SD8019 or
  - (b) \$100,000 Ultimate Net Loss in respect of each occurrence

TO: April 1, 1986 PERIOD: FROM: April 1, 1985 Both Days 12:01 A.M. Standard Time PREMIUM: \$ 21,700 (For 100% Hereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

4th

day of November

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THOMAS E. SEARS, INC.

Authorized

alimmediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MENDES & MOUNT
THREE PARK AVENUE, NEW YORK, NEW YORK 10005

and

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

	ENDORSEMENT	N.
	1	Endorsement No. April 1, 1985
INSURED:	MONSANTO COMPANY,	ET AL
in the Cover Note to which this e	ndorsement is attached is underwritten by the each Company being entitled to a similar percent	following Companies each for its proportion of
COMPANY		PROPORTION
Burich Internatio		53.92009 46.08009 700.00004

U. S. FEDERAL EXCISE TAX S. 44.2 SA.
The premium hereon is subject to U. S. Federal
Excise Trix as indicated above and will be paid by us
to the Collector of Internal Revenue in accordance
with the regulation dated January 1, 1864, or any
amendments therate.

### 4% TAX CLAUSE

	ters have agreed to allow for the purpose of paying the Federal Exci ch premium is subject to Federal Excise Tax.	se Tax 4% of the
It is understood and agreed that in the ever from the amount of the return and the As	nt of any return of premium becoming due hereunder the Underwriter ssured or his agent should take steps to recover the Tax from the U.S	ns will deduct 4 % 5. Government.
Attached to and forming part of	SD10032(C)/USA0191	of the
	VARIOUS COMPANIES	
	THOMAS E. SEARS, INC.	
THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street	BY:	
Boston, Mass. 02116	MONS	159376

### **ENDORSEMENT**

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Endorsement No.		

### ABSOLUTE SESPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, cas or any other substance;
- 5) fines, panalties, punitive damages, exemplary damages, trable damages or any other damages resulting from the multiplication of compensatory damages.

### LIMITED SEEPAGE AND POLLUTION COVERAGE

Notwithstanding the ABSOLUTE SEFFAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.	
Attached to and forming part of	SD10032(C)/USA0181 VAPTONE COMPANYES THOMAS S. SEARS, INC.
	PYt
THOMAS E. SEARS. Inc. JOHN HANGOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02115	

#### **ENDORSEMENT**

Endorsement	No.	2		
		Page	2	

#### BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unchanged.		
Attached to and forming part of	SD10032(C)/USA0181 VARIOUS COMPANIES	of the
	TROMAS E. SEARS, INC.	
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS. 02116	MO	

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ER	UU	TO.	CM.	

April 1, 1985

### POLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unc	henged.	
Attached to and forming part of	SD10032(C)/USA0181	if the
	VARIOUS COMPANIES	
THOMAS E, SEARS, Inc.	THOMAS E. FEARS, INC.	
JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASS, 02116	BY:	
BOBTON, MASS, ULTTO	MONS 1593	79

## THOMAS E.SEARS INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER 200 CLARENDON STREET **BOSTON, MASS, 02116** 

Insurance Cover Note - No. :

8D10033(C)/USP0182

Penewal Of: Sp9022(C)/URA0080.
This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London. England.

ASSL BED

Monsanto Company, Et Al #00 Worth Lindbergh Boulevard St. Louis, MO 63166

RISKS OR HAZARDS COVERED: Broad Form Umbrella Liability Insurance including Excess Workers Compensation and Excess Fidelity. This Insurance is to cover up to an amount of \$3,200,000 Part of \$20,000,000 Ultimate Wet Loss each occurrence subject to an annual aggregate of \$3,200,000 Part Of \$20,000,000 Ultimate Wet Loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED: \$3,290,000 Part Of \$20,000,000 as indicated above which is excess of:

- 1. \$ 80,000,000 Ombrella Coverage which in turn is in excess of:
- (a) Underlying Insurance as set forth in Cover Note No. 5D8019 or (b) \$100,000 Ultimate Net Loss in respect of each occurrence

April 1, 1985 TO: april 1, 1986 FROM: PERIOD: Both Days 12:01 A.M. Standard \$ 24,000 (for 100% Mereon)

Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this

4th

day of November

85

THOMAS E. SEARS, INC.

Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ten days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject aiw ays to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears. Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

#### SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder. Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Mendes & Mount
Three Park Avenue, New York, New York 10005

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor. Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

### **ENDORSEMENT**

			Endorsement No	April 1, 1985
INSURED:	OTHABNON	COMPANY,	BT AL	
It is understood and agreed that in the Cover Note to which this endorsen percentage indicated below and each Co	nent is attached is un	derwritten by the	following Comp	anies each for its proportion or
COMPANY				PROPORTION
Polksam International Eurich International E Turedum Insurance Comp	imited	o., Ltđ.		6.25009 62.50009 31.25009 100.00004
U. S. PEDERAL EXCISE TAX S. The premium hereon to subject Excise Tax is inflerted above to the Collector of Internal Rewith the application dated James is thereto.	et to U. W. Federal nd will be paid by us wenue in accordance			
	4% TAX	CLAUSE		
Notice is hereby given that the Underwrit premium payable hereon to the extent suc	ers have agreed to all th premium is subject	low for the purpo to Federal Exci	ose of paying the see Tax.	Federal Excise Tax 4% of the
It is understood and agreed that in the ever from the amount of the return and the As	nt of any return of pre	mium becoming	due herounder the	
Attached to and forming part of	_	-		
	VARIOUS COM THOMAS E. S			
THOMAS E. SEARS, Inc. John Hancock Tower 200 Clarendon Street Boston, Mass. 02116	BY 1			MONS 159431

### **ENDORSEMENT**

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Endorsement No.	Z

### ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby understood and agreed that this policy shall not apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water, however caused and whenever occurring;
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances;
- 3) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 4) removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 5) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

### LIMITED SEEPAGE AND POLLUTION COVERAGE

Notwithstanding the ABSOLUTE SEEPAGE AND POLLUTION EXCLUSION attached to this policy, this policy will apply to:

- personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage and/or pollution and/or contamination of air, land or water
- 2) the cost of evaluating and/or monitoring and/or removing and/or nullifying and/or cleaning-up seeping and/or polluting and/or contaminating substances

All other policy conditions remain unchanged.	
-	SD10033(C)/USA0182 of the VARIOUS COMPANIES
	THOMAS E, SEARS, INC.
THOMAS E. SEARS. Inc. JOHN HANGOCK TOWER	
200 CLARENDON STREET BOSTON, MASS. 02116	MONS 159432

### **ENDORSEMENT**

Endorsement No	2
	Page 2

### BUT ONLY AS A RESULT OF:

- (a) unintended fire, lightning or explosion or
- (b) any accident involving a road vehicle or railroad conveyance

happening during the period of this policy.

Nothing contained in this Endorsement shall operate to provide any coverage with respect to:

- loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- removal of, loss of or damage to sub-surface oil, gas or any other substance;
- fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- 4) any site or location used in whole or in part for the handling, processing or any other damages resulting from the multiplication of compensatory damages;
- 5) the transportation of any waste materials or substances;
- 6) blowout or catering.

All other policy conditions remain unch	enged.	
Attached to and forming part of	FD10033(C)/USA0182 VAPIOUS COMPANIES	of the
,	THOMAS E. SEARS, INC. BY:	
THOMAS E. SEARS. Inc. JOHN HANCOCK TOWER 200 CLARENDON STREET		
808TON, MASS. 02116	MONS	159433

### **ENDORSEMENT**

Endorsement No.		1_	
	Apr il	1,	1985

### FOLLOWING FORM RIDER

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this Insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying Umbrella Liability Policy or renewals thereof written by Various Companies.

All other policy conditions remain unchanged.	
	5D10033(C)/U5A0182
Attached to and forming part of	,
	VARIOUS COMPANIES
	• • • • • • • • • • • • • • • • • • •
	Thomas E. Sears, Inc.
THOMAS E. SEARS, Inc.	***************************************
JOHN MANCOCK TOWER 200 CLARENDON STREET	BY:
BOSTON, MASS. 02116	MONS 159434